

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

EVERGLORY COMPANY,

Plaintiff,

V.

SHAW CREATIONS, INC.,

Defendant.

Civil Action No. 07 Civ. 9361

Civil Action No. 07 Civ. 9360

CIVIL ACTION

SUNNY COMPANY,

Plaintiff,

V.

SHAW CREATIONS, INC.,

Defendant.

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO WITHDRAW AS
COUNSEL FOR SHAW CREATIONS, INC.**

The undersigned counsel hereby files this memorandum of law in support of the application to withdraw as counsel for defendant Shaw Creations. As is described in detail in the Affidavit of Ronald J. Wronko, a secured creditor of Shaw Creations is presently liquidating the company's assets. The company has not paid and will not be paying its counsel for services rendered or continued services in this matter.

Additionally, the president of the company has informed counsel that it does not intend to defend this matter going forward.

Counsel may withdraw as counsel if his or her client fails to pay legal fees. See Furlow v. City of New York, No. 90 Civ. 3956 (PKL), 1993 WL 88260 (S.D.N.Y. 1993). Withdrawal is also permissible when a client indicates that they no longer wish to be represented by counsel. See Oscar De La Renta Limited v. Strelitz Limited, No. 92 Civ. 3907 (CES), 1993 WL 205150 (S.D.N.Y. 1993). For instance, in Oscar De La Renta Limited v. Strelitz Limited, the Court permitted counsel to withdraw when the corporate defendant no longer wished to defend the action or prosecute its counterclaim.

In this case, Shaw Creations does not wish to continue to defend the action or prosecute its counterclaim. It has not paid for its legal representation and is unable to do so going forward. If current counsel for Shaw Creations is forced to remain on this file, it would be unduly burdensome as counsel is a solo practitioner and cannot afford to represent clients pro bono. Accordingly, counsel for defendant respectfully requests that the Court enter an order granting defendant's counsel's withdrawal from this matter.

CONCLUSION

For the foregoing reasons, counsel for defendant Shaw Creations respectfully requests that the Court grant its motion for withdrawal.

RONALD J. WRONKO, LLC
Attorneys for Defendant
Shaw Creations

BY /s/ Ronald J. Wronko
Ronald J. Wronko

Dated: July 7, 2008

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Memorandum and Declaration was mailed first class, postage prepaid, and served via CM/ECF on this the 7th Day of July 2008, to:

Bernard D'Orazio, P.C.
100 Lafayette Street
Suite 601
New York, New York 10013-4400

I hereby certify that a copy of the foregoing Motion was mailed first class, postage prepaid on this the 7th Day of July 2008 to:

Ronald Rankin
President
Shaw Creations, Inc.
65 Clyde Road
Somerset, New Jersey

/s/ Ronald J. Wronko

Ronald J. Wronko, Esq. (RW 1859)

Ronald J. Wronko, LLC
134 Columbia Turnpike
Florham Park, NJ 07932
(973) 360-1001
(973) 360-1881 (facsimile)
ron@ronwronkolaw.com

Dated: July 7, 2008